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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9
10 **AT TACOMA**

11 **STEPHANIE WILSON,**) Case No.
12)
13 Plaintiff,) **COMPLAINT FOR VIOLATION**
14) **OF FEDERAL FAIR DEBT**
15) **COLLECTION PRACTICES ACT**
16)
17 vs.)
18 **CREDIT CONTROL, LLC AND)**
19 **LVNV FUNDING, LLC,**)
20)
21 Defendant.)
22

23 **NATURE OF ACTION**

24 1. This is an action brought under the Fair Debt Collection Practices
25 Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*
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27 **JURISDICTION AND VENUE**

28 2. This Court has jurisdiction under 15 U.S.C. § 1692k(d) and 28
U.S.C. § 1331.

3. Venue is proper before this Court pursuant to 28 U.S.C. §1391(b),
COMPLAINT FOR VIOLATIONS OF THE FAIR
DEBT COLLECTION PRACTICES ACT-1

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1 where the acts and transactions giving rise to Plaintiff's action occurred in this
2 district, where Plaintiff resides in this district, and/or where Defendants' transact
3 business in this district.
4

5 **PARTIES**

6
7 4. Plaintiff, Stephanie Wilson ("Plaintiff"), is a natural person who at
8 all relevant times resided in the State of Washington, County of Clallam, and City
9 of Port Angeles.
10

11 5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

12 6. Defendant, Credit Control, LLC ("CC, LLC") is an entity which all
13 relevant times was engaged, by use of the mails and telephone, in the business of
14 attempting to collect a "debt" from Plaintiff, as defined by 15 U.S.C. §1692a(5).
15

16 7. CC, LLC is a "debt collector" as defined by 15 U.S.C. § 1692a(6).
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18 8. Defendant, LVNV Funding, LLC, ("LVNV") is an entity who
19 acquires debt in default merely for collection purposes, and who at all relevant
20 times was engaged in the business of attempting to collect a debt from Plaintiff.
21

22 9. LVNV is a "debt collector" as defined by 15 U.S.C. § 1692a(6).
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24 **FACTUAL ALLEGATIONS**

25 10. Plaintiff is a natural person obligated, or allegedly obligated, to pay a
26 debt owed or due, or asserted to be owed or due a creditor other than CC, LLC.
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1 11. Plaintiff's obligation, or alleged obligation, owed or due, or asserted
2 to be owed or due a creditor other than CC, LLC, arises from a transaction in
3 which the money, property, insurance, or services that are the subject of the
4 transaction were incurred primarily for personal, family, or household purposes.
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6 12. Plaintiff incurred the obligation, or alleged obligation, owed or due,
7 or asserted to be owed or due a creditor other than CC, LLC.
8

9 13. CC, LLC uses instrumentalities of interstate commerce or the mails
10 in a business the principal purpose of which is the collection of any debts, and/or
11 regularly collects or attempts to collect, directly or indirectly, debts owed or due,
12 or asserted to be owed or due another.
13

14 14. LVNV purchases debts once owed or once due, or asserted to be
15 once owed or once due a creditor.
16

17 15. LVNV acquired Plaintiff's debt once owed or once due, or asserted
18 to be once owed or once due a creditor, when the debt was in default.
19

20 16. LVNV is thoroughly enmeshed in the debt collection business, and
21 LVNV is a significant participant in CC, LLC's debt collection process.
22

23 17. Defendant CC, LLC, itself and on behalf of Defendant LVNV, sent
24 Plaintiff initial written correspondence dated April 26, 2010 that contained the
25 disclosures required pursuant to 15 U.S.C. § 1692g(a) et seq.; however, above
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1 said disclosures, Defendant placed in large, bold typeface the words “FINAL
 2 NOTICE,” and furthermore made (a) a statement that “this office will take the
 3 necessary measures to collect this account” and made Plaintiff two alternate
 4 settlement offers, each of which was to expire within the thirty (30) day dispute
 5 period, with notice to Plaintiff that “[t]his offer may not be renewed.” (15 U.S.C.
 6 §§ 1692e(10), 1692g(b)).

9 18. In the alternative to Paragraph 17, above, Defendant sent Plaintiff
 10 post-initial written correspondence dated April 26, 2010 in which Defendant thus
 11 misrepresented to Plaintiff that she was within the thirty (30) day dispute period,
 12 when in fact such period had expired, a misrepresentation of Plaintiff’s rights and
 13 a representation inconsistent with a proper disclosure of said rights as required
 14 pursuant to 15 U.S.C. § 1692g(a) et seq.

15 19. Defendants’ actions constitute conduct highly offensive to a
 16 reasonable person, and as a result of Defendants’ behavior Plaintiff suffered and
 17 continues to suffer injury to Plaintiff’s feelings, personal humiliation,
 18 embarrassment, mental anguish and/or emotional distress.

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 24 **COUNT I—VIOLATIONS OF THE FDCPA**
 25 **DEFENDANT CC, LLC**

26 20. Plaintiff repeats and re-alleges each and every allegation above.

21. Defendant CC, LLC violated the FDCPA as detailed above.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that CC, LLC violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
this action;
- e) Awarding Plaintiff any pre-judgment and post-judgment interest as
may be allowed under the law;
- f) Awarding such other and further relief as the Court may deem just
and proper.

**COUNT II—VIOLATIONS OF THE FDCPA
DEFENDANT LVNV**

22. Plaintiff repeats and re-alleges each and every allegation above.

23. Defendant LVNV violated the FDCPA as detailed above.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that LVNV violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,

1 in the amount of \$1,000.00;

2 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;

3
4 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
5 this action;

6
7 e) Awarding Plaintiff any pre-judgment and post-judgment interest as
8 may be allowed under the law;

9
10 f) Awarding such other and further relief as the Court may deem just
11 and proper.

12 **TRIAL BY JURY**

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14 Plaintiff is entitled to and hereby demands a trial by jury.

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16 Respectfully submitted this 21st day of September, 2010.

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18
19 s/Jon N. Robbins
20 Jon N. Robbins
21 WEISBERG & MEYERS, LLC
22 Attorney for Plaintiff
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